

## CONTRACT OF EMPLOYMENT

### I. PREAMBLE

This contract of employment is between STEVEN M. ROSE, residing at [REDACTED] Street, Colonia, New Jersey, hereinafter referred to as "Rose," and the BOARD OF TRUSTEES OF PASSAIC COUNTY COMMUNITY COLLEGE, a corporation organized pursuant to N.J.S.A. 18A:64A-1, et. seq., having its principal place of office in Paterson, New Jersey, hereinafter referred to interchangeably as "PCCC" or "the Board."

In consideration of the mutual covenants and promises of the parties hereto, PCCC and Rose agrees that the Board shall employ Rose as President and Chief Executive Officer of Passaic County Community College subject to the terms and conditions of this Contract and of law. This contract shall supersede all previous versions.

### II. DURATION OF THE AGREEMENT

This Contract of Employment relating to the employment of Rose, President and C.E.O. of PCCC, shall be for a term of five 5 years and shall cover the time period between July 1, 2006 to July 1, 2011 subject to the terms and conditions contained herein.

### III. SALARY

- A. The salary shall be paid for the period from July 1<sup>st</sup> through June 30<sup>th</sup>. The salary will be determined by negotiation between the Board and the President.
- B. Rose shall be entitled the same longevity increases that will become part of his base salary compensation that are provided to the members of the Administrators' Bargaining Unit, pursuant to the prescriptions of the Collective Bargaining

Agreement as may exist from time to time between the Passaic County Community College Administrators' Association and to PCCC.

**IV. AUTOMOBILE ALLOWANCE**

The College will provide President with a suitable automobile. President will be responsible for tracking personal use of the vehicle and will be responsible for any taxes related thereto.

**V. HOUSING ALLOWANCE**

In addition to his salary, Rose shall be provided with a monthly housing allowance, the amount of which shall be equal to ten (10%) percent of Rose's current base salary, paid in the same manner as his salary.

**VI. HEALTH INSURANCE BENEFITS**

Rose shall receive the same medical benefits package provided to Administrators.

**VII. LEAVE TIME**

Rose shall receive the same leave time (Vacation, personal, sick, bereavement, and holiday) as provided in the Administrator's contract.

**VIII. PENSION BENEFITS**

Rose shall be enrolled in the New Jersey Alternate Benefit Plan and receive the same benefits as provided to all enrolled administrators.

**IX. RETIREMENT ANNUITY**

The College shall provide a supplemental retirement annuity with the contribution by the College equaling 11.0 percent of the President's base salary on an annual basis.

**X. RETIREMENT BENEFITS (ACCUMULATED SICK LEAVE AND VACATION ENTITLEMENTS)**

- A. President Rose will be entitled to the same benefits as to accumulated sick leave and vacation entitlements upon retirement as an Administrator, if he is in the position or as a Faculty Member, if he is in that position upon his retirement.

**XI. PROFESSIONAL DEVELOPMENT EXPENSES**

The Board shall provide reasonable annual professional development expenses for Rose's attendance at conferences and workshops. Such expenses shall be limited to the amounts budgeted for that purpose in the President's budget.

**XII. ECONOMIC BENEFITS IF ROSE RESUMES FACULTY POSITION**

- A. As long as Rose continues in his position as President and C.E.O. of the College, he shall not be entitled to any other benefits, other than those listed in this employment contract.
- B. In the event Rose ceases to perform the duties of President and C.E.O. of the College and returns to faculty or administrative position, any and all benefits described within this employment contract shall cease

immediately. If a return to faculty or administration is effectuated, Rose's salary shall be subject to negotiation.

- C. In the event Rose's employment ceases at PCCC, any and all benefits shall cease immediately.

### XIII. TERMINATION

- A. The Board may discharge Rose during the term of this agreement for just cause. Bases for the initiation of discharge proceedings, subject to the aforementioned just cause standards, may include immoral or disreputable conduct, insubordination, the failure or refusal to perform the essential duties of the office of President as required by the prescriptions of his employment contact and the policies, and/or by-laws, or direction of the Board of Trustees of Passaic County Community College (which shall include by-laws or policies or directions of the Board of Trustees that are promulgated subsequent to the signing of this contract) and violations of any statutes or regulations now in effect or promulgated by the State or Federal government which touch upon Rose's terms and conditions of employment. The Board may not act in an arbitrary, capricious or unreasonable manner in initiating any discharge proceedings against Rose.
- B. Rose shall be entitled to receive notice of any proffered charges in writing, and shall have a hearing before the Board. Rose shall have the right to be present at the hearing, and to be represented by counsel and have a transcript made of the hearing.
- C. The manner in which the hearing is conducted, and its format, shall be decided by the Board of Trustees prior to the hearing and Rose shall

receive said information in writing prior to the hearing. It is agreed that any hearing will be consistent with due process protections accorded to public employees pursuant to State and Federal judicial decisions.

#### XIV. VOLUNTARY TERMINATION

The contract shall also be terminated under the following conditions or happenings of any of the following events:

- A. Upon incapacity, retirement, or death of the President. Incapacity shall be determined by a majority vote of the Board of Trustees.
- B. By agreement of both parties.
- C. By voluntary termination by the President with not less than sixty (60) days written notice.

#### XV. SALARY AND BENEFITS AFTER TERMINATION

Upon termination, for any reason, any provision for salary and benefits outlined in the Contract are null and void and all payments to, or on behalf of Rose, shall cease. The President also, upon the happening of termination, shall no longer have any authority to conduct and carry on College business in any manner whatsoever.

#### XVII. REIMBURSEMENT FOR BUSINESS AND TRAVEL EXPENSES

Reasonable College business or general travel expenses of the President, will be reimbursed within the availability of such funds in the College budget. Such other expenses incurred by the President, as provided for by the by-laws and the Board, shall also be paid with the availability of such funds. All expense vouchers submitted must be accompanied by the appropriate proof.

- (4) Serve as liaison between the Board and the Board's representatives, with respect to all employer/employee matters and make recommendations to the Board concerning these matters.
- (5) Recommend to the Board goals and objectives for the ensuing school year.
- (6) Attend all regular and special meetings of the Board, except for unforeseen circumstances and unless excused by the Board.
- (7) To insure that PCCC complies with all requirements of State and local authority and to insure that PCCC meets all requirements required of any educational institution and maintain its accreditation.
- (8) Perform any and all other functions as directed from time to time by the Board of Trustees.

#### **XIX. OUTSIDE EMPLOYMENT**

- A. Rose shall serve PCCC faithfully and to the best of his ability, under the direction of the Trustees. The President will devote all of his time, energy, and skills to such service and act in any executive capacity as the Board shall direct.
- B. If, in fact, Rose accepts any outside employment in any temporary consulting capacity, he must first obtain prior Board approval, which approval will not be unreasonably withheld.

#### **XX. ANNUAL EVALUATIONS**

- A. Rose shall be evaluated on an annual basis by the Board of P.C.C.C. The Evaluation instrument is attached as Appendix A.

**XVIII. GENERAL DUTIES AS PRESIDENT AND C.E.O.**

- A. Rose is employed and shall perform and have the responsibility to perform the duties as prescribed by the laws of the State of New Jersey, regulations of the Commission on Higher Education, this Contract, by-laws, Policies and Resolution of the Board. Rose is President and C.E.O. of Passaic County Community College and shall have the primary responsibility for the execution of Board policy and direction, as evidenced by resolutions.
- B. Personnel Matters: Rose, as President, shall have primary responsibility for all personnel matters, including but limited to: selections, assignment, and transfer of employees subject to the approval of the Board. In effecting said policies, Rose shall follow all policies, by-laws, resolutions of the Board and laws, regulations and rules of the State and Federal government. Any violations of said laws and policies by Rose is his sole responsibility and shall not bind nor serve to make the Board liable to any illegal activities. If, in fact, it is determined that Rose acted in good faith, without malice and pursuant to this paragraph, the Board will indemnify Rose for all costs incurred regarding any litigation expenses.
- C. Administrative Function of Rose:
  - (1) Review all policies and resolutions adopted by the Board and that are proposed to the Board and make appropriate recommendations to the Board.
  - (2) Assist and provide the Board with any information, or in any other manner directed by the Board, in order to facilitate the Board in formulating policies and adopting resolutions and to otherwise manage and maintain PCCC.
  - (3) Periodically evaluate and cause to be evaluated all PCCC employees as provided by the by-laws.

## **XXI. MEETINGS WITH THE EXECUTIVE COMMITTEE OF THE BOARD**

The Board's Executive Committee, consisting of the chairperson, vice-chairperson, legal counsel, and president, will meet on a monthly basis with Rose to review any matters of mutual concern regarding the operation of the College. Agendas shall be distributed prior to each monthly meeting.

## **XXII. REVIEW OF COLLECTIVE BARGAINING AGREEMENT**

- A. Rose's input shall be solicited with regard to all Collective Bargaining Agreements entered into with regard to faculty, supportive staff, and administrative personnel.
- B. Prior to any Board ratifications of any Collective Bargaining Agreements, Rose, as President, shall be permitted to present his opinions regarding the negotiated agreements prior to any Board votes relating to said agreements.

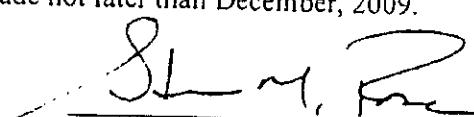
## **XXIII. RENEWAL OF EMPLOYMENT CONTRACT**

The parties may agree to enter into a new contract at the conclusion of this one.

The decision to enter into a subsequent contract will be made not later than December, 2009.

  
Passaic County Community College  
Kenneth Sumter, Chairman

Date: 9/10/07

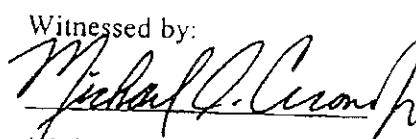
  
Steven M. Rose, Ed.D.

Date: 9/10/07

Witnessed by:

  
Barbara Tanis, Vice Chairman

Witnessed by:

  
Michael A. Cerone, Jr.  
Legal Counsel

PASSAIC COUNTY COMMUNITY COLLEGE  
RESOLUTION #2-CONSENT AGENDA ITEM C

Offered by TANIS Seconded by NUTTER

Board of Trustees	Yes	No	Abstain	Absent
Ayala				X
Esquiche	X			
Farkas	X			
Gilmartin				X
Gourley	X			
McKinney	X			
Nutter	X			
Yancey	X			
Tanis	X			
Sunter	X			

**BE IT RESOLVED** that the Board of Trustees of Passaic County Community College, upon the recommendation of the President, hereby approves the following action, which has been reviewed and recommended by the Committee of the Whole.

**C. PERSONNEL ITEM**

**VI. PRESIDENT'S CONTRACT**

The Executive Committee of the Board of Trustees recommends that the contract of the President be extended to June 30, 2014.

PASSAIC COUNTY COMMUNITY COLLEGE  
**RESOLUTION #2-CONSENT AGENDA ITEM C**

Offered by TANIS Seconded by NUTTER

Board of Trustees	Yes	No	Abstain	Absent
Blanco	X			
Esquiche	X			
Farkas				X
Gilmartin				X
Gourley				X
McKinney	X			
Nutter	X			
Shukla	X			
Yancey				X
Tanis	X			
Sumter	X			

**BE IT RESOLVED** that the Board of Trustees of Passaic County Community College, upon the recommendation of the President, hereby approves the following action, which has been reviewed and recommended by the Committee of the Whole:

**C: PERSONNEL ITEM**

**VI: President's FY 2010-11 Salary**

The Executive Committee of the Board of Trustees recommends that the FY2010-11 salary of Steven M. Rose, College President, be increased to \$203,192. This is a 3% increase.